

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 10	
2. AMENDMENT/MODIFICATION NO. 000008		3. EFFECTIVE DATE 09/05/2009		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE FLETC GL		7. ADMINISTERED BY (If other than Item 6) CODE FLETC GL	
DEPARTMENT OF HOMELAND SECURITY FEDERAL LAW ENFORCEMENT TRNG CTR 1131 CHAPEL CROSSING RD ATTN: MAUREEN CORPUS BRUNSWICK GA 31524		DEPARTMENT OF HOMELAND SECURITY FEDERAL LAW ENFORCEMENT TRNG CTR 1131 CHAPEL CROSSING RD PRO BLDG 93 ATTN: MAUREEN CORPUS BRUNSWICK GA 31524			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO. HSFLGL-09-R-00004			
		x 9B. DATED (SEE ITEM 11) 07/29/2009			
		10A. MODIFICATION OF CONTRACT/ORDER NO.			
		10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

ROLEPLAYER SUPPORT FOR LAW ENFORCEMENT OFFICER TRAINING AT GLYNCO, GA, FLETC CAMPUS

LIST OF CHANGES:

1. Section H, pages 64 and 75, paragraph H.26 removed - marked as 'reserved'.
 2. Section I Table of Contents, page 79, changed to reflect new paragraph numbers I.14a and I.14b and new clause added.
 3. Section I, page 81, FAR Clause 52.228-1 removed as referenced clause - marked 'Moved to Full Text'.
- Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Maureen B. Corpus	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSFLGL-09-R-00004/000008PAGE OF
2 10

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>4. Section I, page 88, FAR clause 52.228-1, Bid Guarantee, added full text at new numbered paragraph I.14a. Paragraph (c) of clause reads: "The amount of the bid guarantee shall be Twenty Percent (20%) of the bid price or \$100,000, whichever is less." NOTE: 'Bid price' is further defined to mean the Firm-Fixed Price CLINS 0001 and 0002.</p> <p>5. Section I, page 89, paragraph for FAR clause 52.228-16, Performance and Payment Bonds-Other than Construction Alternate I is renumbered as I.14b. Paragraph (b) of clause is revised to read: "...equal to Fifty Percent (50%) of the original contract price." NOTE: 'Original contract price' is further defined to mean the Firm-Fixed Price CLINS 0001 and 0002.</p> <p>6. Section L, page 107, paragraph L.9c(5) is revised to reflect new closing date of September 21, 2009; closing time remains unchanged.</p> <p>7. Section L, page 112, paragraph L.14, Bid Guarantee, is revised to read: "Reference Section I, Paragraph I.14a FAR Clause 52.228-1, Bid Guarantee."</p> <p>8. Section L, page 112, paragraph L.15, Performance Bonds, is revised to read: "Reference Section I, Paragraph I.14b FAR Clause 52.228-16, Performance and Payment Bonds-Other than Construction-Alternate 1.</p> <p>9. Remove existing pages 64, 75, 79, 81, 88, 89, 107, and 112 and replace with the revised pages of same numbers attached to this amendment. The black line in right hand margin annotates changes.</p> <p>All other terms and conditions remain unchanged.</p>				

**FIRM-FIXED PRICE WITH INDEFINITE DELIVERY/INDEFINITE QUANTITY
PART I – THE SCHEDULE**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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H.22 PROPERTY DAMAGE AND PERSONAL INJURIES

The contractor shall assume full responsibility for any and all damages or claims for damage for injury to persons, property, or equipment which results from any service performed under this contract. The Contractor shall repair or replace to the satisfaction of the Contracting Officer or his representative any surfaces, fixtures, furnishings, or structures which were damaged by Contractor employees, equipment, material, or supplies. The Contractor shall abide by the decision of the Contracting Officer whether to repair or to replace items, property, or structures when damage is caused by any of the above. The Contractor shall accomplish such repair or replacement at no cost to the Government within five (5) working days following occurrence of the damage unless otherwise agreed upon by the Contracting Officer.

H.23 INDEMNITY AND LIABILITY

a. The Contractor shall exercise reasonable care and use the Contractor's best efforts to prevent accidents, injury, or damage to all employees, persons and property in and about the work and to the facility or part(s) thereof upon which work is done.

b. The Contractor shall indemnify and hold harmless the Government against any and all liability claims and costs for injury to any property (Government or otherwise) arising from the occupancy, use, service, operation or performance of work in connection with this contract resulting in whole or in part from the negligent acts or fault of the Contractor or any subcontractor, or any employee, agent or representative of the Contractor or any subcontractor.

NOTE: The Government will in no way be responsible for damages or loss occasioned by fire, theft, and accident or otherwise to the Contractor's stored supplies, materials, equipment, or his employees' personal belongings.

c. The Contractor shall indemnify the Government against any and all liability claims for injuries, or death of any person and for loss or damage to any property occurring in connection with the occupancy, use, service, operation, or performance of work in connection with this contract resulting from the negligent acts or fault of the Contractor, any subcontractor, any employee, agent, or representative of the Contractor or subcontractor.

H.24 CONTRACTOR LIABILITY FOR ACTS OF GOD

The Contractor shall not be held responsible for damages incurred as a result of an Act of God, including but not limited to: flood, lightning, hurricane, tornado, earthquake, and unusually severe weather conditions documented by the National Weather Service as differing from the norm for this geographical area. The Contractor shall take all necessary precautions or measures to protect Government property and equipment if warning is given. If the Contractor is found to be negligent in his efforts to minimize damages, the Government shall hold the Contractor liable for those damages and associated costs.

H.25 CONTINUITY OF SERVICE IMPLEMENTATION

The Contractor shall provide sufficient experienced personnel to ensure that the services called for by this contract are maintained at the required level of proficiency. Clause 52.237-3 "CONTINUITY OF SERVICES" in Section I apply to any phase-out period of this or succeeding contract.

H.26 RESERVED

**FIRM-FIXED PRICE WITH INDEFINITE DELIVERY/INDEFINITE QUANTITY
PART II – CONTRACT CLAUSES**

SECTION I - CONTRACT CLAUSES

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- 3052.242-71 Dissemination of contract information. (DEC 2003)

I.2 52.204-1 APPROVAL OF CONTRACT. (DEC 1989)

This contract is subject to the written approval of Chief, Glynco Operations Branch and shall not be binding until so approved.

(End of clause)

I.3 52.204-7 CENTRAL CONTRACTOR REGISTRATION. (APR 2008)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

I.12 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES. (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:
It is not a Wage Determination*

<u>Employee Class</u>	<u>Hourly Wage</u>
Roleplayer, GS-03/04	\$10.31/\$11.57
Stock Clerk, GS-04	\$11.57
Accounting Clerk, GS-04	\$11.57
Secretary, GS-04	\$11.57

(End of clause)

I.13 52.223-11 OZONE-DEPLETING SUBSTANCES. (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(End of clause)

I.14a 52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of that bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The contracting Officer will return bid guarantees, other than bid bonds --

- (1) To unsuccessful bidders as soon as practicable after the opening of bids; and
- (2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be Twenty Percent (20%) of the bid price or \$100,000, whichever is less.

**I.14b 52.228-16 PERFORMANCE AND PAYMENT BONDS - OTHER THAN CONSTRUCTION –
ALTERNATE I (JUL 2000)**

(a) *Definitions.* As used in this clause -

Original contract price means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to Fifty Percent (50%) of the original contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within 10 days, but in any event, before starting work.

(d) The Government may require additional performance bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782 Or via the internet at <http://www.fms.treas.gov/c570/>.

(End of clause)

I.15 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond the current fiscal year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond this fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

I.16 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any authorized deviation to FAR (48 Chapter 1352, Title 31) clauses is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

L.9 SUBMISSION OF PROPOSAL

a. The following instructions cover the preparation and submission of the offeror's proposal for this solicitation. Proposals shall be submitted to the Government in four (4) separate volumes in quantities as set forth below in a sealed envelope clearly marked: HSFLGL-09-R-00004, ***Proposal for FLETC Support for Law Enforcement Officer Training Services.***

(1) Volume I price proposal information shall be submitted in written form (1 copy) and on a CD (1 copy); submit 1 copy of Sections A, B, K, and resumes and bonds in Volume I.

<u>VOLUME</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>
I	Price Proposal (Section B, To include cost breakdown) Sections A and K Bonds	Original + 1 diskette Original + 1 copy Original + 1 copy
II	Technical Proposal	Original + 4 copies
III	Present/Past Performance	Original + 4 copies
IV	Financial Data	Original + 1 copy

(2) All spreadsheet documents shall be in Microsoft Excel and provided on a CD.

(3) Each volume shall be marked with the solicitation number, the offeror's name and address, and the Contracting Officer's information contained on the RFP cover page. The Technical Volume shall contain a Table of Contents that shall list all the material in the volume and where it can be found. All pages are to be numbered consecutively in Arabic numerals. *(Note: A "page" consists of a single sheet of white paper, 8.5 inches wide by 11 inches long. Any paper that has text on one side shall be counted as one page; any paper that has text on both sides shall be counted as two pages.)* All text shall be formatted to a font equivalent to Courier, Times New Roman or Arial with a size equivalent to either 12 characters per inch or 10 point type. Characters are to be in black ink.

(4) Individuals responsible for preparing material that may be source selection information as described in FAR 2.101, paragraph (10) of the "source selection information" definition must mark the cover page at the top and bottom of each page that the individual believes proposal contains source selection information as follows:

***"Source Selection Information – See FAR 2.101 and 3.104
Procurement Sensitive – For Official Use Only"***

(5) Proposal packages will be accepted until the time and date established for receipt of proposals. Proposals received after the established time and date will be processed in accordance with FAR 52.215-1 (see Paragraph L.1 above). Offerors may use certified, registered, or express mail procedures. Ensure outside of package is clearly marked with proposal information as indicated at (1) above.

Closing Time: **3:30 p.m. EDT**
Closing Date: **September 21, 2009**
Location: Department of Homeland Security
Federal Law Enforcement Training Center
Attn: Maureen Corpus, Contracting Officer
Procurement Division, Bldg 93
1131 Chapel Crossing Road
Glynco, Georgia 31524

L.11 OPTIONS

Offerors shall price the option requirements for the four (4) additional twelve-month periods by assuming that the minimum hourly wages and fringe benefits established by the Administrator, Wage and Hour Division, U.S. Department of Labor for the initial twelve month period of performance will apply to the additional option periods. The minimum wage rates and fringe benefits applicable to the initial period of performance are outline in the U.S. Department of Labor Wage Determinations located in Section J of this solicitation.

L.12 REPRESENTATIONS AND CERTIFICATIONS

Section K, Representations, Certifications and Other Statement of Offerors, is required to be completed and submitted with your offer. Please read each statement and complete as appropriate. Failure to complete Section K as required could deem your offer nonresponsive.

L.13 DISCLOSURE OF LOBBYING ACTIVITIES

Offerors are required to fill out the Disclosure of Lobbying Activities form Standard Form LLL (*see Section J-Exhibit 21*) if applicable. The information requested by the form is authorized by Title 31 U.S.C. Section 1352. This disclosure is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

L.14 BID GUARANTEE

Reference Section I, Paragraph I.14a FAR Clause 52.228-1, Bid Guarantee.

L.15 PERFORMANCE BONDS

Reference Section I, Paragraph I.14b FAR Clause 52.228-16, Performance and Payment Bonds-Other than Construction-Alternate 1.

L.16 IRREVOCABLE LETTER OF CREDIT

As prescribed in FAR 28.204-3, an Irrevocable Letter of Credit is acceptable for all types of bonds if all provisions of FAR 28.204-3 and FAR 52.228-14 are met. FAR 52.228-14 requires a specific format for the

Irrevocable Letter of Credit and the letter from the Financial Institution confirming an Irrevocable Letter of Credit.